IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.3575 OF 2005

IN

SUIT NO.1038 OF 2002

Valji Govindji Ashra. ...Plaintiff.

vs.

1.Ramniklal P.Vadgama & others. ...Defendants.

None for Plaintiff.

Ms.Rita Bhatia, for Defendant nos.3 to 6 in support.

CORAM: D.K.DESHMUKH,J.

DATED: 25th June,2007.

P.C.:-

1. This is a notice of motion taken out by the defendant nos. 3 to 6 for rejection of the plaint because the plaint does not disclose any

cause of action against them. According to the defendant nos. 3 to 6, the suit has been filed for decree of specific performance of the agreement entered into by the plaintiff and defendant no.1 in relation to the suit property. Even, according to the allegations in the plaint the property was not owned by the defendant no.1 but it is owned by defendant no.2,7,8 and 9. The defendant nos.2,7,8 and 9 have sold the property to defendant no.3 to 6 by agreement dated 9.3.2000. If admittedly, the defendant no.1 was not the owner of the property, by entering into an agreement with him, the plaintiff will not get any rights in relation to the suit property.

2. This notice of motion has been served on the plaintiff. The plaintiff has not filed any reply. None appears for the plaintiff. I have gone through the record. I have also gone through the plaint. The plaint nowhere discloses any cause of action against the defendant nos. 3 to

6. In fact there is no cause of action disclosed by the plaintiff against the defendant nos.2, 7.8. and 9. The plaintiff does not have any privity of contract with anybody except defendant no.1 and even according the plaintiff, the defendant no.1 is not the owner of the suit property. The notice of motion is therefore, granted in terms of prayer clause (a). Notice of motion is disposed of.